

City of Heritage Creek

8700 Justice Way

Louisville, Jefferson County, KY 40229

Telephone: (502) 239-2336

Fax: (502) 239-2372

CONTRACT (Resident)

This contract entered into this _____ day of _____, 20____ between:

The City of Heritage Creek (hereinafter referred to as First Party)

and _____ (hereinafter referred to as Second Party).

WITNESSETH:

- 1) That First Party hereby rents to Second Party the following premises, to wit: the meeting room, kitchen, lobby, parking, and restrooms at The City of Heritage Creek City Hall, 8700 Justice Way, Louisville, Kentucky 40229, for the term or period beginning _____ and ending _____.
- 2) It is expressly agreed to and understood between First Party and Second Party that said premises are to be used for the following purpose as described and not otherwise, _____.
- 3) If the premises are being used for any purpose other than that is stated in paragraph two (2) of this contract without prior notice to First Party or its agent, and without written agreement of First Party, Second Party will forfeit the damage deposit as well as the rental fee plus all household rental privileges.
- 4) In consideration, thereof, Second Party promises and agrees to pay to First Party as rent for said premises for the term or period described above the sum of **Fifty Dollars (\$50.00)** for the initial four (4) hour rental period. Additional hours can be approved at the time the reservation is made if there is no conflicting reservation and at the rate of

Twenty-five (\$25.00) Dollars per hour. This additional rent is payable at the time the damage deposit is paid.

- 5) Second Party has made a reservation deposit in the amount of the rental of **Fifty Dollars (\$50.00) plus any additional hourly fee**, receipt of which is hereby acknowledged. This deposit is to be paid at the time the reservation is made and is refundable only if the event is canceled thirty (30) days prior to the event. Exceptions: cancellation is due to a family medical emergency or the hall is needed for City business as set forth in paragraph sixteen (16) of the Rental Rules attached to this contract.
- 6) Second party further agrees to make a damage deposit of **Two Hundred Dollars (\$200.00)** on or before _____. (14 days prior to the event) and will be refunded seven days after the event if all conditions of the contract are honored and no damage to the property or costs for cleaning services are incurred to the First Party as a result of the Second Party's event.

IT IS FURTHER MUTUALLY AGREED:

- a) That this contract may be cancelled by First Party at any time should the premises be needed by First Party for any other purpose as set forth in paragraph sixteen (16) of the Rental Rules attached to this contract.
- b) That Second Party agrees to indemnify and hold harmless First Party and its agents from and against any and all claims, suits, actions, damage, and/or causes of action arising during the term of this contract, for any. personal injury, loss of life, property, and/or damage to property sustained on or about the said premises, and from and against all cost, attorneys' fees, expenses, and liability incurred in and about any such claims, the investigation thereof, or the defense of any action or process brought thereon, and from and against any orders, and/or judgments that may be entered herein.
- c) That Second Party, upon termination of this contract, will surrender possession of said premises in the same condition as at the date of commencement of this contract, and that if said premises, during the occupancy of Second Party, shall be damaged by the action or negligence of Second Party or Second Party's agents, employees, patrons, or guests, Second Party will pay to First Party on demand

such sum as shall be necessary to restore said premises to their present condition and compensate First Party for all such damages, forfeiting the damage deposit plus all additional costs and/or losses incurred from damage and/or loss of use of facility.

- d) That Second Party shall allow the First Party's Officers or agents access to the rented portions of the facility during the event for the purpose of inspection.
- e) That First Party shall furnish to Second Party janitorial equipment and supplies for the said premises, as is necessary in the opinion of First Party, to maintain proper cleanliness for which said premises are rented hereunder. If additional cleaning is necessary in the opinion of the agent for the First Party, janitorial services will be employed subject to forfeiture of the damage deposit plus any additional costs incurred to the First Party as a result of this contract.
- f) That Second Party agrees to comply with the provisions of the Civil Rights Act of 1964 in connection with its use of the above described space and facilities. Admission, participation, seating of .participants and spectators, and the use of all rented facilities conducted or sponsored by Second Party under this contract shall be without regard to race, color, or national origin.
- g) That Second Party, in its use of said premises, - will conform to all such reasonable rules and regulations as shall be prescribed by First Party, and will comply with city ordinances and laws of the Commonwealth of Kentucky and the United States. No illegal activities of any nature will be permitted, without exception.
- h) That the rules for the use of the premises which is the subject matter of this contract are attached hereto and made a part hereof. Failure to adhere to the rules and contract is punishable by a fine of **\$50.00** plus any additional specific disciplinary actions spelled out in the rules and contract.

FIRST PARTY
CITY OF HERITAGE CREEK

By: _____
City Clerk/Treasurer

SECOND PARTY

Print Name: _____

Signature: _____

Telephone Number: (_____) _____

Address: _____
